

LABOR AGREEMENT

between

COUNTY OF GRANT

and



Representing

SHERIFF'S DEPARTMENT - ESSENTIAL EMPLOYEES

Effective January 1, 2023 through December 31, 2025

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Grant County Sheriff's Department

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LABOR AGREEMENT
between
COUNTY OF GRANT
and
LAW ENFORCEMENT LABOR SERVICES
(Sheriff's Department Essential Employees)

ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the County of Grant, hereinafter called the EMPLOYER, and Law Enforcement Labor Services, INC., hereinafter called the UNION.

- 1.2 This Agreement has as its purpose the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes Section 179A.03, Subdivision 14, for employees of the Grant County bargaining unit identified by the Bureau of Mediation Services, certification of exclusive representative dated September 8, 1994:

All essential employees of the Grant County Sheriff's Department, Elbow Lake, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, Subd. 14, excluding supervisory and confidential employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the BMS for determination as provided in the PELRA.

ARTICLE 3. DEFINITIONS

- 3.1 **UNION:** Law Enforcement Labor Services
- 3.2 **UNION MEMBER:** A member of Law Enforcement Labor Services, Local #450.
- 3.3 **EMPLOYEE:** A member of the exclusively recognized bargaining unit defined in the Agreement.
- 3.4 **EMPLOYER:** Grant County Board of Commissioners and its designated representatives.
- 3.5 **REGULAR PART-TIME EMPLOYEE:** A regular part-time employee is defined as a person receiving wages or a salary from Grant County on the basis of fifty-two (52) weeks a year who works a minimum average of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week computed annually and has completed the required probationary period. In order to be eligible to receive any benefits under this Agreement, a Regular Part-Time Employee is required to work a minimum average of thirty (30) hours per week. Regular Part-Time Employees who work a minimum average of thirty (30) hours per week shall be entitled to step increases, longevity increases, and vacation accrual increases on their anniversary dates. The Employer will look back at the previous year and average a part-time employee's hours to determine whether they meet this definition. If the employee qualifies, they shall receive part-time benefits and membership in the union for the following year.

3.6 **REGULAR FULL-TIME EMPLOYEE:** An employee regularly scheduled to work the normal full-time week established for the Department and has completed the required probationary period.

3.7 **HCSF:** Post-Retirement Health Care Savings Plan.

ARTICLE 4. EMPLOYER SECURITY

4.1 During the duration of this Agreement, the employees covered by the Agreement will not engage, encourage, sanction, support or suggest any strikes, slowdowns, absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the terms, conditions or compensation of the rights, privileges or obligations of employment. Violations of the terms of this Article shall subject the employee to discharge or other disciplinary action.

4.2 The Employer agrees not to interfere with the rights of employees to become members of the Union, that there shall be no discrimination, interference, restraint, or coercion by the Employer against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union.

ARTICLE 5. EMPLOYER AUTHORITY

5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to plan, direct and control the operations and services of the department; to select, direct and determine the number of personnel; to assign and transfer employees; to determine whether goods and services should be made or provided by employees, purchased or contracted out for; to establish work schedules and assign overtime; to hire, promote or relieve employees; to demote, suspend, discipline or discharge for just cause; to enforce rules and regulations which are not in conflict with this Agreement to perform any inherent managerial function not specifically limited by this Agreement.

5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6. UNION SECURITY

6.1 **DUES DEDUCTION:** In recognition of the Union, as the exclusive representative, the Employer shall:

A. Deduct from each payroll, an amount sufficient to provide payment of dues, as provided in Minnesota Statute Chapter 179A, if the employee elects not to become a member of the Union, from the wages of all employees authorizing, in writing, such a deduction; and,

B. Remit such deduction to the appropriate designated officers of the Union.

6.2 **DESIGNATION OF STEWARDS:** The Union may designate not more than two (2) employees from the bargaining unit to act as stewards and shall inform the Employer, in writing, of such choice.

6.3 **NEW EMPLOYEES:** The Employer agrees to notify the Union of the hiring of any new employee into any unit covered by this Agreement.

- 6.4 The Union, in the responsibility of the exclusive representative of employees, represents all employees without discrimination, interference, restraint, or coercion.
- 6.5 **HOLD HARMLESS CLAUSE:** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer, under the provisions of this Article.
- 6.6 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments of office, and Union recreational or social affairs and other items specifically approved by the Employer.
- 6.7 It is agreed that the Employer's obligation to provide for dues deduction assessment shall continue only for the period of time that such deductions are required by PELRA.

ARTICLE 7. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITIONS:

- A. **GRIEVANCE:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
 - B. **GRIEVANT:** The grievant is defined as the employee claiming they have been aggrieved by the violation of a term or condition of this Agreement otherwise referred to as "the employee" or the employee's designee.
 - C. **DAYS:** Days are defined as calendar days excluding Saturday, Sunday and unit holidays as defined by Article XIII.
 - D. **COMPUTATION OF TIME:** In computing any period of time prescribed or allowed herein, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, Sunday, or a unit holiday as defined in Article XIII, in which event, the period runs until the end of the next day which is not a Saturday, Sunday or a unit holiday.
 - E. **SERVICE:** Service is defined to mean personal service, service by U.S. mail, or service by facsimile and/or email.
- 7.2 **UNION REPRESENTATIVES:** The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union representatives and their successors when so designated, as provided by Section 6.2 of this Agreement.
- 7.3 **DENIAL OF GRIEVANCE:** Failure by the Employer or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.
- 7.4 **PROCEDURE:** Grievances as defined in Section 7.1.A. shall be resolved in conformance with the following procedure:

STEP 1. Department Head: An employee claiming a violation concerning the interpretation or application of this Agreement shall within twenty-one (21) days after such alleged violation has occurred, present such grievance in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested to the employee's Department Head as designated by the Employer.

The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) days after receipt.

A grievance not resolved in Step 1 shall be appealed to Step 2 within ten (10) days after the Employer-designated representative's final answer in Step 1.

Any grievance not appealed in writing to Step 2 by the Union within ten (10) days shall be considered waived.

STEP 2. County Board: If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) days shall be considered waived.

STEP 3. A grievance unresolved in Step 2 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the rules established by the Minnesota Bureau of Mediation Services.

For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 ARBITRATOR'S AUTHORITY:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, rewrite, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- C. The arbitrator must make written findings of fact and conclusions based on competent and relevant evidence introduced at the hearing.
- D. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

7.7 CHOICE OF REMEDY: If, as a result of the written Employer response in Step 2, the grievance remains unresolved, then the grievant may have a choice to appeal either to Step 3 of the Grievance Procedure or utilize some other remedy such as the Veterans Preference Act. If the grievance is appealed through any procedure other than Step 3 of the Grievance Procedure, then the grievance shall no longer be subject to the arbitration procedure provided in Step 3. The aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing procedure precludes the aggrieved employee from making a subsequent appeal through Step 3 of the Grievance Procedure.

ARTICLE 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States and the State of Minnesota. In the event that any provision of this contract shall be held contrary to the law by a court of competent jurisdiction, from the final judgment or decree, no appeals having been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9. PROBATIONARY PERIOD, DISCIPLINE, SENIORITY AND LAYOFF

9.1 PROBATIONARY STATUS.

- A. **PROBATIONARY PERIOD.** All new employees shall be on probation for a period one year with up to an additional six (6) months extended probation period at the discretion of the Department Head or the County Board of Commissioners. Should the Department Head or Board in its discretion require an extension, the employee and the exclusive representative shall be notified. While the new employee is within the probationary period they may be discharged without cause and such action is not subject to the Grievance Procedure. Upon completion of the probationary period, an employee shall be considered a regular full-time employee or regular part-time employee and shall be subject to discharge only for cause.

If an employee is promoted to a different classification or duty, said employee shall be on probation for a period of one (1) year with up to an additional six (6) months extended probation, at the discretion of the Department Head or the County Board of Commissioners. Should an extension be required by the Department Head or the Board, the employee and the exclusive representative shall

be notified. Said employee shall complete the probationary period in that particular position or may be reinstated to their former position during said six (6) months or during the extended probationary period.

9.2 DISCIPLINE.

A. The Employer will discipline employees for just cause only. Discipline will be in one (1) or more of the following forms:

1. Oral reprimand;
2. Written reprimand;
3. Suspension;
4. Demotion; or
5. Discharge.

Both the Employer and the Union agree that the above list of types of discipline is not meant to imply a sequence of events. Suspensions, demotions and discharges will be in written form.

- B. Written reprimands, notices of suspension and notices of discharge to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. Employees and the Union steward will receive a copy of such reprimands and/or notices.
- C. Employees may examine their individual personnel files at reasonable times under the direct supervision of the Employer.
- D. The Employer shall not discharge any regular employee without just cause. If the Employer reasonably believes there is just cause for discharge, the employee and the Union Steward shall be notified, in writing, that the employee may be discharged and shall be furnished the reason(s) therefore. The employee will be afforded an opportunity to hear an explanation of the evidence against them, to present their side of the story and is entitled to Union representation at such meeting upon request.
- E. The Union shall have the right to be present at any questioning of an employee concerning investigation for disciplinary action against the employee. The Employer has no obligation to inform the employee of this right.
- F. Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the Grievance Procedure under Article VII.

9.3 SENIORITY

- A. Total Seniority. The length of continuous employment with the Employer.
- B. Classification Seniority. The length of continuous employment in a particular classification within the bargaining unit. In addition, for layoff purposes only, an employee shall retain classification seniority in such previously held bargaining unit class.
- C. Seniority List. The Employer shall post and furnish the Union a copy of the seniority roster annually.

- D. Upon completion of the probationary period, employees who become regular employees within the meaning of the Agreement shall be credited with classification seniority dating from the first day of continuous employment with the Employer.
- E. The County shall post all job vacancies or newly created positions for ten (10) calendar days. All interested employees may apply. If all other job relevant qualifications are equal, the most senior applicant within the bargaining unit shall receive the position.
- F. The most senior qualified employee within a department shall receive the promotion.

9.4 LAYOFF

- A. A reduction of work force shall be accomplished by classification seniority.
- B. An employee on layoff shall have an opportunity to return to work in their classification within two (2) years of their layoff before a new employee is hired for that classification, except that any employee on layoff who is notified by certified mail return receipt requested (at their last known address) to return to work shall have five (5) work days to indicate intent to return and ten (10) work days to return. An employee who fails to meet these time limits shall be considered to have voluntarily terminated employment with the Employer. An employee on layoff who is returned to work under the provisions of this section shall return at the same wage step that they were receiving at the time of layoff.
- C. In the event of a total reduction of the work force within a classification, such employees being laid off shall be placed in any other vacancy within the bargaining unit, for which they are qualified before a new employee is hired.

ARTICLE 10. WORK SCHEDULES

- 10.1 This Article is intended only to define the normal hours of work and to provide the basis of the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours per day or per week.
- 10.2 Normal work schedule for licensed employees (Deputies and Sergeants) shall be a maximum of 171 hours in a 28-day cycle per FLSA requirements. The normal work schedule for other employees shall be a maximum of 120 hours in a 21-day cycle per the FLSA exemption. Deputies and Sergeants are subject to call, so breaks are part of the 171 hours in a 28-day cycle.
- 10.3 Overtime and additional pay: Employees working in excess of their regularly scheduled shift, shall be compensated at one and one-half (1½) times the employee's base pay rate.
- 10.4 Overtime will be distributed as equally as practicable.
- 10.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 10.6 Deputies and Sergeants shall receive two dollars and fifty cents (\$2.50) per hour on-call time.
- 10.7 Employees required to be in court on their regular scheduled off-duty time shall be compensated at one and one-half (1½) times their base wage for all hours in court and be paid for a minimum of two (2) hours. If court is cancelled less than twenty-four (24) hours to appearance time employees shall be compensated at one and one-half (1½) times their base wage for two (2) hours.

- 10.8 Employees called back to duty shall be paid one and one-half (1½) times their regular base wage for all hours worked and be paid for a minimum of one-half (½) hour.
- 10.9 Full-time Deputies and Sergeants shall receive a uniform allowance of five hundred seventy-five dollars (\$575.00) per year. Newly hired deputies will receive (\$700.00) for the purchase of uniforms and equipment upon beginning employment. If uniforms become mandated for the Dispatchers, they shall receive fifty percent (50%) of the amount of the Deputies' and Sergeants' uniform allowance. If uniforms are not mandated for Dispatchers, Dispatchers shall receive an allowance of up to one hundred twenty-five (\$125.00) to purchase apparel displaying the Office's or County's logo, newly hired dispatchers will receive (\$200.00) upon beginning employment. Full -time Deputies and Sergeants, who are not transitioning from part-time status, shall be provided, at no cost to the employee, uniforms as the Sheriff deems appropriate. As an allowance, the parties understand and recognize that any items purchased with the uniform allowance are County owned property and need to be returned upon separation of employment.
- 10.10 Full-time Deputies and Sergeants shall provide their own handgun, the type and style are subject to approval by the Sheriff. The County shall provide the officer's leather, badges, and other necessary equipment and accessories. The equipment the County purchased shall remain the property of the County.
- 10.11 The County shall pay peace officer's license fees and training expenses for full-time and regular part-time Deputies and Sergeants.
- 10.12 The County shall pay training fees and expenses as mandated and deemed necessary by the Sheriff for all Grant County Sheriff's Office employees. Employees shall be entitled to compensation at their base rate of pay for any training which may be personally beneficial to their careers which is held during scheduled time off, i.e., POST training.
- 10.13 When attending training, travel time starts from home for all employees, except for the Dispatchers when the training is in Elbow Lake, the time starts when the training starts.
- 10.14 Authorized hours worked in excess of the normal hours of work, as defined herein, shall be compensated and computed on the basis of the regular hourly base rate. Compensatory time, however, may be granted in lieu of overtime pay at the employee's option on a basis of one and one-half (1½) time the hour(s) worked.

ARTICLE 11. VACATIONS

11.1 All regular full-time employees will earn vacation benefits according to the following schedule:

<u>Years of Service</u>	<u>Hours of Earned Vacation Per Year</u>
0 through 1	Ninety-six (96) hours
2 through 4	One hundred four (104) hours
5 through 9	One Hundred Twenty-eight (128) hours
10 through 17	One Hundred Sixty (160) hours
Beginning of 18th thru 24	One Hundred Seventy-six (176) hours
Beginning of 25th thru 29	One Hundred Ninety-two (192) hours
Beginning of 30th	Two Hundred Eight (208) hours

Vacations will be based on anniversary date of employment years. The above schedule reflects a forty (40) hour work week. Employees working in excess of a forty (40) hour work week pursuant to an exemption under the Fair Labor Standards Act shall be credited with additional vacation hours based upon all hours worked pursuant to and up to said exemption. (i.e. Deputies and Sergeants work an average 42.5-

hour week). Regular part-time employees working a minimum average of thirty (30) hours per week shall earn prorated vacation benefits based on their years of service and hours worked.

- 11.2 Unused vacation days may be accumulated up to but not exceeding three hundred and six (306) hours for Deputies and Sergeants and two hundred seventy-two (272) hours for all other employees at any given time. Hours earned over three hundred and six (306) hours for Deputies and Sergeants and two hundred seventy-two (272) hours for all other employees will be lost, unless the employee has requested and been denied a vacation request based upon the needs to the office, in which case the vacation time shall be paid to the employee in cash. Employees leaving employment shall be paid for the unused vacation days based on the employee's base salary at the time of termination of employment.
- 11.3 If an employee transfers to another position within the County, the employee may be able to use accrued vacation during the probationary period for the new position, at the discretion of the new Department Head.
- 11.4 No employee is permitted to waive vacation time for the purpose of receiving double pay.
- 11.5 All vacation time must be requested by submitting a vacation request to the Department Head in such time that the request may be approved in advance of the date of time requested. Subject to the needs of the service, the wishes of the employee may be respected as to the time of taking vacations. Thereafter, any modifications are subject to the discretionary authority of the Department Head to approve or not approve of the modification.
- 11.6 Probationary employees shall earn vacation benefits from the start of their employment but may not use vacation until after completion of the probationary period.
- 11.7 Additional vacation benefits may be earned in accordance with the provisions of Section 12.1(C.), Sick Leave.

ARTICLE 12. LEAVES OF ABSENCE

12.1 SICK LEAVE.

- A. All regular full-time employees shall be credited with eight (8) hours of sick leave for each month of service based on a forty (40) hour work week. Employees working in excess of a forty (40) hour work week pursuant to an exemption under the Fair Labor Standards Act shall be credited with additional sick hours based upon all hours worked pursuant to and up to said exemption. (i.e. Deputies and Sergeants work an average 42.5-hour week). Regular part-time employees working a minimum average of thirty (30) hours per week shall earn prorated sick leave benefits based on their years of service and hours worked. When the employee is unable to report for work, the employee shall notify the Department Head no later than normal starting time, if possible.
- B. During the probationary period, employees earn, but may not use vacation. Sick leave benefits shall be earned and may be used during this period up to the amount accrued.
- C. Sick leave may be accumulated without limit provided: When the amount for any one employee has accumulated to a total of eight hundred (800) hours (eight hundred fifty [850] hours for Deputies and Sergeants), then one-half (½) of any additional amount accumulated sick leave shall be added to sick leave accumulation and one-half (½) of any additional amount accumulated shall be added to vacation accumulation, up to a maximum vacation accumulation specified in Section 11.2.

1. When the amount for any one (1) employee drops below the accumulated figure of eight

hundred (800) hours (eight hundred fifty [850] hours for Deputies and Sergeants), then no sick leave accumulation may be added to the vacation benefits until the eight hundred (800) or eight hundred fifty [850] hour total is again reached.

- D. Whenever an employee's absence is found to have been due to illness or disability which prevented the employee's attendance at work and performance of duty, the employee's salary and Employer contribution towards insurance benefits will continue if the employee has earned sick leave equal to the period of time of the illness and/or disability.
- E. For so long as either State or Federal statutes require the Employer to permit usage of sick leave for sick or injured child care leave or for serious illness to a family member, the Employer shall comply with the statutes. For purposes of Minn. Stat. §181.9413, a regularly contracted part-time employee must work an average of twenty (20) or more hours per week during the preceding twelve (12) months in order to be eligible for the statutory use of sick leave for a sick or injured child.
- F. An eligible employee may use accrued sick leave to obtain medical, dental or optical care for the employee or the employee's spouse or minor children if such medical, dental or optical care cannot be obtained outside of normal work hours. Accrued sick leave may be used for attendance of such employee's spouse for serious sickness or injury.
- G. No additional time off will be allowed for any holidays occurring during an employee's sick leave.
- H. While an employee is using earned sick leave, vacation time or drawing Worker's Compensation payments, the employee shall be considered to be working for the purpose of accumulation of additional sick leave and vacation time.
- I. When sick leave in excess of three (3) days is requested, the Employer may upon notice require a medical certification from a practicing physician attesting to the need for sick leave.
- J. Any employee who is injured in the performance of their duties shall submit a Workers' Compensation claim and upon the determination of the claim stating that the employee cannot return to work, the employee is then entitled to receive Workers' Compensation benefits and shall not be entitled to injury sick leave pay from the County, except in the amount sufficient to equal the employee's full-time pay or monthly salary. Notwithstanding the above, an employee may use vacation leave prior to exhausting their sick leave only if failure to use vacation leave would result in the loss of vacation leave. After an employee has exhausted all accrued sick leave, the employee may use accrued vacation leave or compensatory time in amount sufficient to equal the employee's full-time pay or monthly salary.
- K. All Regular Full-Time employees and Regular Part-Time employees who have worked a minimum average of thirty (30) hours per week over the entire course of their employment with ten (10) or more years of consecutive service shall be granted upon separation except; 1) dismissal for cause or, 2) resignation pending charges of misconduct which could have led to disciplinary action or discharge, accrued sick leave up to 100 days to the employee's credit as severance pay, paid at the rate of twenty-five percent (25%) of the employee's average hourly rate over the previous ten (10) year period. The above referenced employees with twenty (20) or more years of consecutive service shall be paid at the rate of fifty percent (50%) of the employee's hourly base rate of pay at the time of separation.

12.2 FUNERAL LEAVE

- A. All employees shall be granted up to three (3) days paid leave following the death of the employee's spouse, child, step child, parent or spouse's parent, sibling, grandparent, grandchild, sibling of a

spouse or grandparent of a spouse. Employees shall be paid for the number of hours scheduled to work when utilizing funeral leave.

- B. If an employee requests any additional days, it shall be the choice of the employee to have those days deducted from sick leave or accumulated vacation.
- C. Funeral attendance of a fellow employee employed by the Employer at the time of death shall be allowed without loss of pay.

12.3 GENERAL LEAVE: The County may grant a general leave of absence without pay or benefits to any employee upon written request. There shall be a written statement of all conditions of the leave. The initial length of the leave shall be up to one (1) year and may be extended upon written request and County approval.

12.4 JURY DUTY: Any employee subpoenaed as a witness in the ordinary course of business or called and elected for jury duty, shall receive their regular compensation and other benefits for such duty. Pay received for court duty must be given to the County by the employee. Reimbursement for jury duty expenses may be kept by the employee.

12.5 GENERAL LEAVE REGULATIONS: All employees covered by this Agreement are encouraged to give as much prior notice for any leave of absence as possible so that the Employer can make appropriate adjustments to staff, to ensure a continuation of service to the citizens of Grant County. During an unpaid leave of absence an employee shall not accrue seniority or longevity.

12.6 MILITARY LEAVE: Employees shall be entitled to the following:

- A. Leave of absence shall be granted to participate in National Guard or Reserve training units of the State or Federal Government when ordered by the appropriate authorities and shall be allowed the difference in pay by the Employer for the days absent. During such leave there shall be no loss of seniority, sick leave or vacation rights.
- B. Leave of absence without pay shall be granted for military service in time of war, national or state emergency as proclaimed by the proper Federal or State authorities with reinstatement at the expiration of such leave.

12.7 RETURN FROM LEAVE OF ABSENCE/FMLNEXTENDED SICK LEAVE: An employee returning from work from a Leave of Absence, Family Medical Leave, or Extended Sick Leave shall provide Human Resources with a doctor's note clearing the employee to return to work and setting forth any restrictions upon such a return. No employee shall be allowed to work until the doctor's note has been provided.

ARTICLE 13. HOLIDAYS

13.1 All regular full-time employees and regular part-time employees who work a minimum average of thirty (30) hours per week shall be entitled to ten and one-half (10½) days of holiday pay. Employees will be paid for such holiday pay on a separate check on the first pay period in December of each year beginning in 2011. The amount of pay shall be based upon regularly scheduled hours and the employee's rate of pay as of December 1 of the year in which the payment is being made. Should an employee retire, resign, or terminate employment prior to or after the payout, the holiday payment shall be prorated based upon the holidays that have passed and the employees' current rate of pay upon retirement, resignation or termination.

13.2 Employees working the actual holiday shall be compensated at one and one-half (1½) times the employee's regular rate of pay

13.4 All classifications covered under this bargaining agreement shall consider holidays a 10 hour day.

13.5 "Holidays" as referred to in this Article are:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve and Christmas Day

ARTICLE 14. INSURANCE

14.1 Eligible employees shall participate in one of the health insurance plans offered by Grant County through the Public Employees Insurance Program or other such plans as determined by the Employer to include PEIP insurance. If an employee can show proof of coverage for Medical Insurance through another Group Plan, employees are not required to participate in the Employer's group health insurance plan.

14.2 Eligibility and Employer Contribution: The Employer contribution and employee eligibility and participation in the Cafeteria Plan herein specified shall be governed by the following provisions:

A. The County shall maintain a Cafeteria Plan, within the meaning of Section 125 of the Internal Revenue Code of 1986, as may be amended, for the purpose of permitting employees who participate in such plan the choice between certain "qualified benefits," as the term is defined under Section 125(f) of the code or additional taxable compensation. The qualified benefits available through such plan shall include at least single Group Health Insurance offered through the County, unless proof of insurance through another Group Plan is shown.

B. The Employer shall contribute a monthly amount on behalf of each eligible employee who participates in the Cafeteria Plan. This amount shall be:

1. used by the participant to pay all or a portion of the cost of health insurance available through the Employer, if the employee cannot prove coverage under another Group Plan; used to pay all or a portion of other available qualified benefit plans available through the Employer (i.e., dental insurance, disability insurance, life insurance, cancer insurance, etc.); or

2. taken as additional taxable compensation, this amount will either be the difference in the Employer contribution and the cost of health insurance premiums and the cost of other elected qualified benefits or the entire amount, less the cost of other elected qualified benefits, if the employee can prove other Group Health Insurance coverage.

The Cafeteria Plan shall also provide salary reduction by participants to cover the portion of the cost of qualified benefits available through the Cafeteria Plan which exceeds the Employer contribution.

- C. Employees who are hired to work thirty (30) hours per week or more are eligible to participate in the Cafeteria Plan. Regular full-time employees, as defined by this Agreement, shall receive the entire Cafeteria Plan contribution. Regular part-time employees, who are hired into positions for more than thirty (30) hours per week, will receive a pro-rated contribution based upon the number of hours the employee was hired to work.
 - D. The Employer's contribution to the Cafeteria Plan shall be eight hundred and fifty dollars (\$850.00) per month (or the pro-rated portion thereof) to eligible employees. Additionally, the County will agree to amend any and all contractual language to make the Agreement compatible with the Sheriff's Department's choice to participate in PEIP.
- 14.3 The County shall provide \$10,000 of term life insurance for each regular and probationary employee. Regular part-time employees must work a minimum average of thirty (30) hours per week to receive this benefit. Those employees who wish to carry the life insurance on dependents may do so through a payroll deduction.
 - 14.4 The County will pay up to the sum of three dollars and fifteen cents (\$3.15) per month toward the premium for a disability insurance policy for each regular and probationary full-time employee who qualifies for and is enrolled in the County's disability insurance plan. This takes effect the first day of the month following the date of employment. No cash difference will be paid to employees who do not enroll or to employees who elect coverages that cost less than the County's contribution. Those employees who wish additional disability insurance may do so with the same company through a monthly payroll deduction.
 - 14.5 When an employee is on a Leave of Absence, the employee is responsible for paying the insurance premiums after sick leave and vacation time is used.
 - 14.6 The Employer shall, at its sole discretion, select the insurance carrier from whom the insurance coverage referenced in this contract is purchased.
 - 14.7 It is understood that the Employer's only obligation is to purchase insurance policies as referenced in the agreement and pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance by an insurance carrier.
 - 14.8 Employees who work less than thirty (30) hours shall have the option of health insurance coverage to be paid by the employee to the extent allowed by the carrier.
 - 14.9 The Union and the County agree to reopen the contract to strictly look at making changes to the County's contribution to the Cafeteria Plan for 2021 and 2022.
 - 14.10 Health Care Savings
 - A. Employees will contribute 2% of gross wages to a health care savings plan.
 - B. Employees that separate from employment shall be paid for the number of unused vacation, sick and comp days accumulated at the time of the employee's separation.
 - C. Employees retiring: All benefits upon separation including vacation, comp, and severance pay, will be paid into the health care savings plan (HCSP). The unused number of sick days will be paid out to the employee, per article 12.1.

ARTICLE 15. RATE OF PAY

- 15.1 Employees shall be paid in accordance with the Wage Schedule attached hereto as Schedule A and placed on the appropriate grade and step as identified in Schedule B. Regular full-time employees and regular part-time employees who work a minimum average of thirty (30) hours per week shall

receive step increases on their anniversary dates. All other regular part-time employees shall receive step increases upon working 2080 hours. Employees eligible for a step advancement shall advance to the next step on their anniversary date (see attached Wage Schedule and Placement Schedule).

Employees will be eligible for a step increase on the employee's anniversary date for their current position. Regular full-time employees and regular part-time employees who work a minimum average of thirty (30) hours per week shall receive step increases on their anniversary date for their current position. All other regular part-time employees shall receive step increases upon working 2,080 hours.

15.2 LONGEVITY: Employees shall receive longevity pay on the following basis:

Beginning 6 Years	\$.25/hr.
Beginning 11 Years	\$.35/hr.
Beginning 16 Years	\$.45/hr.
Beginning 20 Years	\$.55/hr.
Beginning 25 Years	\$.65/hr.

15.3 BEGINNING SALARY: Ordinarily, newly hired employees shall be paid at the beginning of the salary schedule which is applicable to their job classification. The Employer reserves the right to grant credit for applicable education, training and/or experience provided no newly hired employee's beginning rate of pay exceeds the rate of pay of any existing employee in the same job class with equal or greater education, training and/or experience. If an employee is hired in the same classification at a higher step than an existing employee, without having greater education, training, and/or experience, the existing employee will be moved to the same step as the new hire.

If the employer wishes to give a new employee credit for applicable education, training or experience and to place the new hire at higher than the starting step, the employer may do so as long as:

- a. The pay for the new hire is not greater than Step 3 on the pay schedule for that job class.
- b. No other current employee in the same job class with similar education, training and/or experience is paid less than the new hire.

15.4 SALARY UPON PROMOTION, RECLASSIFICATION, LATERAL MOVE OR DEMOTION: Employees promoted into the bargaining unit from another bargaining unit or non-bargaining unit position will be placed on the step of the salary schedule from their new position that represents at least a three and one-half percent (3.5%) increase in the employee's current rate of pay.

Employees of this bargaining unit who receive promotions to higher grade positions within the bargaining unit will be placed on the first step that represents at least a three and one-half percent (3.5%) increase in the employee's current rate of pay.

Employees of this bargaining unit who apply for and receive a different position within the bargaining unit which is the same grade as their current grade will be placed on their current step.

Employees of this bargaining unit who apply for and receive a different position within the bargaining unit which is a lower grade and/or are demoted to position within the bargaining unit which is a lower grade will be placed on the step closest to the employee's current rate of pay.

Employees of this bargaining unit who have their positions reclassified and placed on a higher grade will be placed on the first step that represents at least a three and one-half percent (3.5%) increase in

the employee's current rate of pay.

Employees of this bargaining unit who have their positions reclassified and placed on a lower grade will be placed on the step closest to the employee's current rate of pay.

ARTICLE 16. SHIFT DIFFERENTIAL

All full-time employees working a majority of their shift between 4 p.m. and 8:00 a.m. shall receive additional compensation of one dollar fifty cents (\$1.50) per hour for all hours worked during that shift, to include all weekend and holiday hours worked.

ARTICLE 17. COMP TIME

17.1 All full-time employees will be allowed to accumulate up to eighty (80) hours and shall be allowed to carry over forty (40) hours from year-to-year. At the end of every year, all accumulated hours over forty (40) hours will be paid out at the employee's current rate of rate of pay and placed into the HCSP. At no time, other than upon separation from employment, shall any employee be entitled to a cash payout of any comp time.

17.2 All comp time, vacation time, and sick leave shall be used in a minimum of one (1) hour increments. Employees may not use more than twenty four (24) hours of comp time per month.

ARTICLE 18. TRAVEL AND MEALS

18.1 The Employer shall reimburse employees for the use of their personal vehicles at the prevailing IRS rate.

18.2 Employees shall be reimbursed for all approved expenses incurred in accordance with County policy.

ARTICLE 19. RESIGNATION AND RETIREMENT

19.1 Employees must give written notice of not less than thirty (30) calendar days for retirement. Vacation days may be used during the thirty (30) day retirement period, if approved by the Department Head. Employees must give written notice of not less than fourteen (14) calendar days for resignation. Vacation days may be used during the fourteen (14) day resignation period, if approved by the Department Head.

19.2 Employees leaving the employment of the Employer shall be paid for the number of unused vacation days accumulated at the time of the employee's resignation as stated in Article 11 of this Agreement.

19.3 Retiree Insurance:

Full-time Deputies and Sergeants who have a minimum of twenty (20) consecutive years of service with the County as Deputies and/or Sergeants and have reached the age of fifty (50) are eligible to receive a \$347.25/per month contribution towards continued group health insurance coverage through the insurance company the bargaining group is using, or has, at the time of the yearly renewal until the age of fifty-five (55), with the following conditions:

A. If the retired full-time Deputy or Sergeant becomes eligible for health insurance under a spouse or new Employer at a cost to the Deputy or Sergeant that is the same or less than

under the County's policy, the retiree must take the other insurance.

- B. Retired full-time Deputies or Sergeants are required to provide certification in writing of eligibility/lack of eligibility for other group health insurance referenced in 17.3A.1 on the anniversary date of their retirement by written notice to the County Auditor. Failure to provide the written notice may result in the County discontinuing contribution towards group health insurance.
- C. The full-time Deputy or Sergeant has the responsibility of contacting the County's insurance carrier at the time of their retirement to determine if they can return to the County's group at age fifty-five (55) or upon becoming ineligible under the spouse/new Employer's insurance. If the Deputy or Sergeant is prohibited by the terms of the insurance policy from returning to the County's group, the Deputy or Sergeant is relieved of the obligation referenced in 19.3A.1 to take other insurance.
- D. If an employee who obtains twelve (12) years of service in full-time status and is currently employed by the County, with a minimum of fifty-five (55) years of age, the County will pay \$347.25 per month of the single health insurance coverage through the insurance company the bargaining group is using, or has, at the time of the yearly renewal until age 65. In the event that the age for Medicare eligibility is raised, the minimum age for eligibility for County paid insurance contribution under this section shall increase correspondingly (i.e., if Medicare eligibility is raised to age 70, the minimum age for eligibility under this section will be raised to age sixty (60)).

ARTICLE 20. WAIVER

- 20.1. Any and all prior agreements, resolutions, practices, policies rules and regulations regarding terms or conditions of employment, to the extent inconsistent with the terms of this Agreement are hereby superseded.
- 20.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and Employee's Council each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge e or the contemplation of either or both parties at the time this contract was negotiated or executed. All terms and conditions of this Agreement shall be binding on both parties hereto for the duration of the Agreement. The parties also acknowledge that all agreements and understandings arrived at are contained within this agreement.

ARTICLE 21. POST RETIREMENT HEALTH INSURANCE

- 21.1 Employees to contribute two percent (2%) of gross wages for M.S.R.S. Post-Retirement Health Insurance Savings Plan.
- 21.2 Employees leaving employment shall be paid for the number of unused vacation, sick and comp days accumulated at the time of the employee's separation.
- 21.3 Employees retiring: All benefits upon termination including vacation, comp and severance pay, will be paid into the Health Care Savings Plan (HCSP). Unused number of sick days will be paid out to the employee, per Article 12.1.
- 21.4 Comp time per Article 17 will be placed into Post-Retirement Health Insurance Savings Plan.

ARTICLE 22. INJURED WHILE ON DUTY

At the Employer's discretion, an employee covered by Worker's Compensation (a) acting within the limits of the authority established by the Employer, (b) who receives a disabling injury during the performance of assigned official duties performing acts required by law (c) under risk conditions which are unique to law enforcement work, and (d) wherein the Employer has determined that the employee has not contributed to the cause of the injury through negligence, judgmental decision, out of wrongful or willful or wanton neglect of duty or other action or increase, may be granted a leave with pay for such period of disability provided that such leave with pay shall not exceed thirty (30) working days. The Employer shall pay the employee's regular wages. The employee shall apply for Worker's Compensation and shall remit their worker's compensation check to the Employer.

Such disabling injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the Employer together with supporting documentation including appropriate physician(s) reports. The first three (3) days of leave, if granted, shall be charged to the employee's accumulated sick leave if the employee is on leave for ten (10) working days or less. If the Employee is on leave for more than ten (10) working days, the employee's accumulated leave for the first three days shall be reinstated.

ARTICLE 23. GENERAL PROVISIONS

During the period after this Agreement expires and prior to the date when a new contract is agreed upon, the terms of this Agreement may continue in effect as provided in the Minnesota Public Employees' Labor Relations Act.

ARTICLE 24. DURATION


This Agreement shall be effective beginning January 1, 2023 and will remain in full force and effect until December 31, 2025.

COUNTY OF GRANT

LAW ENFORCEMENT LABOR SERVICES




County Board



Doug Henning, Business Agent



Justin Anderson, Grant County Attorney



Union Steward

Dated: 2/7/23

Dated: 1-23-2023

Grade/ Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Dispatcher Grade 7	21.42	22.00	22.60	23.23	23.87	24.53	25.19	25.89	26.61	27.34	28.07	28.86	29.65
Deputy Grade 11	26.50	27.77	28.54	29.33	30.13	30.96	31.80	32.68	33.58	34.52	35.47	36.43	37.42

Grade/Step	1	2	3	4	5	6	7	8	9	10	11	12	13
Dispatcher Grade 7	22.06	22.66	23.28	23.93	24.59	25.27	25.95	26.67	27.41	28.16	28.91	29.73	30.54
Deputy Grade 11	27.30	28.60	29.40	30.21	31.03	31.89	32.75	33.66	34.59	35.56	36.53	37.52	38.54

Grade/Step	0001	0002	0003	0004	0005	0006	0007	0008
0003	18.54	19.03	19.56	20.1	20.65	21.21	21.82	22.4
0004	19.64	20.18	20.72	21.31	21.89	22.5	23.11	23.75
0005	20.81	21.38	21.98	22.57	23.21	23.83	24.49	25.16
0006	22.05	22.67	23.29	23.93	24.6	25.27	25.96	26.68
0007	23.38	24.03	24.69	25.37	26.07	26.79	27.51	28.27
0008	24.78	25.47	26.16	26.89	27.63	28.4	29.17	29.97
0009	26.28	27.01	27.74	28.51	29.28	30.09	30.92	31.77
0010	27.85	28.61	29.4	30.22	31.04	31.89	32.78	33.67
0011	29.52	30.33	31.17	32.02	32.91	33.8	34.73	35.69
0012	31.3	32.16	33.04	33.95	34.87	35.83	36.84	37.84
0013	33.19	34.08	35.03	35.98	36.97	38	39.02	40.11
0014	35.16	36.13	37.12	38.14	39.2	40.26	41.38	42.52
0015	37.28	38.3	39.35	40.44	41.55	42.68	43.86	45.07
0016	39.5	40.6	41.7	42.87	44.03	45.25	46.49	47.78
0017	41.87	43.03	44.21	45.42	46.67	47.96	49.29	50.63
0018	44.39	45.61	46.88	48.15	49.48	50.84	52.24	53.68
0019	47.06	48.35	49.68	51.06	52.46	53.88	55.37	56.9
0020	49.88	51.24	52.64	54.12	55.6	57.12	58.69	60.31
0021	52.88	54.32	55.82	57.37	58.94	60.54	62.21	63.93
0022	56.05	57.58	59.17	60.8	62.47	64.2	65.94	67.77
0023	59.41	61.04	62.72	64.44	66.21	68.03	69.9	71.81

0009	0010	0011	0012	0013
23.01	23.66	24.3	24.97	25.66
24.38	25.07	25.74	26.47	27.2
25.85	26.57	27.31	28.05	28.82
27.42	28.16	28.93	29.75	30.54
29.07	29.85	30.65	31.52	32.38
30.8	31.65	32.51	33.4	34.33
32.66	33.54	34.46	35.41	36.39
34.61	35.56	36.52	37.53	38.56
36.67	37.7	38.73	39.79	40.87
38.87	39.94	41.06	42.18	43.34
41.2	42.34	43.51	44.7	45.94
43.68	44.88	46.12	47.39	48.7
46.31	47.59	48.88	50.22	51.61
49.08	50.43	51.82	53.25	54.71
52.04	53.46	54.93	56.45	57.99
55.16	56.67	58.23	59.83	61.48
58.46	60.08	61.72	63.41	65.17
61.96	63.67	65.43	67.23	69.07
65.69	67.5	69.34	71.25	73.21
69.63	71.54	73.51	75.53	77.61
73.82	75.84	77.92	80.06	82.27

Grade/Step	0001	0002	0003	0004	0005	0006	0007	0008	0009
0003	19.1	19.6	20.15	20.7	21.27	21.85	22.47	23.07	23.7
0004	20.23	20.79	21.34	21.95	22.55	23.17	23.8	24.46	25.11
0005	21.43	22.02	22.64	23.25	23.91	24.54	25.22	25.91	26.63
0006	22.71	23.35	23.99	24.65	25.34	26.03	26.74	27.48	28.24
0007	24.08	24.75	25.43	26.13	26.85	27.59	28.34	29.12	29.94
0008	25.52	26.23	26.94	27.7	28.46	29.25	30.05	30.87	31.72
0009	27.07	27.82	28.57	29.37	30.16	30.99	31.85	32.72	33.64
0010	28.69	29.47	30.28	31.13	31.97	32.85	33.76	34.68	35.65
0011	30.41	31.24	32.11	32.98	33.9	34.81	35.77	36.76	37.77
0012	32.24	33.12	34.03	34.97	35.92	36.9	37.95	38.98	40.04
0013	34.19	35.1	36.08	37.06	38.08	39.14	40.19	41.31	42.44
0014	36.21	37.21	38.23	39.28	40.38	41.47	42.62	43.8	44.99
0015	38.4	39.45	40.53	41.65	42.8	43.96	45.18	46.42	47.7
0016	40.68	41.82	42.95	44.16	45.35	46.61	47.88	49.21	50.55
0017	43.13	44.32	45.54	46.78	48.07	49.4	50.77	52.15	53.6
0018	45.72	46.98	48.29	49.59	50.96	52.37	53.81	55.29	56.81
0019	48.47	49.8	51.17	52.59	54.03	55.5	57.03	58.61	60.21
0020	51.38	52.78	54.22	55.74	57.27	58.83	60.45	62.12	63.82
0021	54.47	55.95	57.49	59.09	60.71	62.36	64.08	65.85	67.66
0022	57.73	59.31	60.95	62.62	64.34	66.13	67.92	69.8	71.72
0023	61.19	62.87	64.6	66.37	68.2	70.07	72	73.96	76.03

0010	0011	0012	0013
24.37	25.03	25.72	26.43
25.82	26.51	27.26	28.02
27.37	28.13	28.89	29.68
29	29.8	30.64	31.46
30.75	31.57	32.47	33.35
32.6	33.49	34.4	35.36
34.55	35.49	36.47	37.48
36.63	37.62	38.66	39.72
38.83	39.89	40.98	42.1
41.14	42.29	43.45	44.64
43.61	44.82	46.04	47.32
46.23	47.5	48.81	50.16
49.02	50.35	51.73	53.16
51.94	53.37	54.85	56.35
55.06	56.58	58.14	59.73
58.37	59.98	61.62	63.32
61.88	63.57	65.31	67.13
65.58	67.39	69.25	71.14
69.53	71.42	73.39	75.41
73.69	75.72	77.8	79.94
78.12	80.26	82.46	84.74